



You must also mail a copy to:

Ronald A. Levine  
Levine, Block & Strickland, LLP  
945 E Paces Ferry Rd  
#2270  
Atlanta, GA 30326

Kristin Hurst  
Bankruptcy Trustee  
P.O. box 1907  
Columbus, GA 31902

Robert J. Pinnero, PC  
Attorney for Debtor  
510-B W. Broad Avenue  
P.O. Box 1379  
Albany, GA 31702-1379

GEORGINE H. PETTY  
313 Hollis Drive  
Albany, GA 31705

RALPH PETTY, SR.  
313 Hollis Drive  
Albany, GA 31705

Attend the hearing scheduled to be held on August 9, 2006, at 10:00 a.m., on the 2<sup>nd</sup> Floor, C.B. King United States Courthouse, 201 W. Broad Avenue, Albany, Georgia 31701.


If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an Order granting that relief.

Dated this 17<sup>th</sup> day of July, 2006

By: /s/ Ronald A. Levine  
Ronald A. Levine  
Levine, Block & Strickland, LLP  
945 E. Paces Ferry Rd, #2270  
Atlanta, GA 30326  
(404) 231-4567

CERTIFICATE OF SERVICE

I hereby certify that on the 17<sup>th</sup> day of July, 2006, a true and correct copy of the above Notice was mailed, postage pre-paid, to the following:

  
Ronald A. Levine

Kristin Hurst  
Bankruptcy Trustee  
P.O. box 1907  
Columbus, GA 31902

Robert J. Pinnero, PC  
Attorney for Debtor  
510-B W. Broad Avenue  
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proceeding will be referred to the bankruptcy judge for hearing. This proceeding constitutes a core proceeding as defined in 28 U.S.C. Section 157(b)(2)(G).

II.

Creditor is the holder of a secured claim against the Debtor(s) arising from the execution of the following retail installment contract and/or promissory note executed by the Debtor(s) (hereinafter referred to as "Contract").

Date:	07/30/01
Collateral:	1999 Chevrolet Suburban
Collateral Identification No.	3GNEC16R5XG147484
No. of Payments:	66
Payment Amount:	\$548.21

A true and correct copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein by reference. Creditor has a valid purchase money first lien on the Collateral by virtue of the Contract, which lien has been duly perfected pursuant to state law. Evidence of Creditor's perfected security interest is attached hereto as Exhibit "B" and is incorporated herein by reference.

III.

The following is a summary of the status of the Contract as of 07/10/06:

Amount Owning:	\$17,341.31
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Direct

Contractual Payment Arrears	\$17,341.31
Other Fees or Costs:	\$540.00

<u>TOTAL AMOUNT OF DELINQUENCY</u>	\$17,881.31
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Additional Charges:

Attorney's Fee:	\$ 225.00
Filing Fee:	\$ 150.00

Approximate Value - NADA Average:	\$8687.50
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IV.

Creditor would assert, upon information and belief that its interest in the Collateral is not being adequately protected due to the Debtor's failure to make payments and/or failure to maintain collision and comprehensive insurance on the Collateral. Creditor would further assert, upon information and belief that it is not being adequately protected because the Collateral is rapidly depreciating in value based on its use. Furthermore, Creditor would contend that the Collateral is of inconsequential value to the Debtor's estate. Pursuant to Section 362 of the Bankruptcy Code, Creditor is entitled to relief from the automatic stay for cause, including the lack of adequate protection.

V.

Creditor would additionally show the Court that pursuant to the provisions of the Contract, the Debtor(s) agreed to pay reasonable attorney's fees in the event it was necessary for Creditor to hire an attorney to collect the indebtedness owing by the Debtor(s). Debtor(s) are liable for said attorneys' fees under the terms of the Contract.

WHEREFORE, PREMISES CONSIDERED, Creditor requests that the automatic stay be modified to permit Creditor to foreclose upon its lien and liquidate the Collateral as permitted by contract and law, and if applicable, permit Creditor to file an unsecured claim for any remaining deficiency balance. Creditor further requests that in the event the Debtor(s) converts to another bankruptcy chapter during the pendency of this bankruptcy proceeding, any Order entered with respect to this motion shall remain in effect. In the event the Court fails to terminate the automatic stay, Creditor prays that the Court enter an Order adequately protecting the Creditor in the event of a default. Creditor further requests that Rule 4001(a)(3) not be applicable in this case due to the lack of adequate protection. Creditor further prays that it have such other and further relief, at law or in

equity, to which it may show it to be justly entitled.

Movant makes this request pursuant to 11 U.S.C. §362, seeks a hearing pursuant to §362(e) and waive right to hearing within thirty (30) days as provided by 11 U.S.C. Section 362(2).

Respectfully submitted,



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RONALD A. LEVINE, SBN 448736  
LEVINE, BLOCK & STRICKLAND, LLP  
945 East Paces Ferry Rd., Ste. 2270  
Atlanta, GA 30326  
(404) 231-4567

ATTORNEYS FOR  
CAPITAL ONE AUTO FINANCE

**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that a true and correct copy of the above and foregoing MOTION FOR RELIEF FROM AUTOMATIC STAY was forwarded to all parties of interest as listed below or attached hereto via First Class, U.S. Mail, postage prepaid (unless otherwise indicated) on this 17<sup>th</sup> day of July, 2006.

  
\_\_\_\_\_  
RONALD A. LEVINE

DEBTOR(S) ATTORNEY:

Robert J. Pinnero, PC  
510-B W. Broad Avenue  
P.O. Box 1379  
Albany, GA 31702-1379

TRUSTEE:

Kristin Hurst  
P.O. box 1907  
Columbus, GA 31902

DEBTOR(S):

RALPH PETTY, SR.  
GEORGINE H. PETTY  
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